

FILED

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION

2017 FEB 15 AM 10:29  
CLERK WESTERN DISTRICT OF TEXAS  
BY DEPUTY

KAREN WANG, AS NEXT FRIEND OF  
JANE DOE, and JENNIFER AREVALO-  
RIVAS

v.

AUSTIN INDEPENDENT SCHOOL  
DISTRICT, JUAN ZEA, INDIVIDUALLY  
AND IN HIS OFFICIAL CAPACITY AS  
ASSISTANT PRINCIPAL OF AISD, and  
LEON RALPH YOUNG, INDIVIDUALLY

A-15-CV-430-LY

**ORDER APPROVING MINOR SETTLEMENT**

On February 15, 2017, counsel for Karen Wang, as next friend of Jane Doe, Austin Independent School District (AISD), and Juan Zea (collectively the settling parties) appeared before the Court to conduct a minor settlement fairness hearing pursuant to Docket No. 71.

The settling parties informed the Court that Karen Wang, as next friend of Jane Doe, and AISD have freely, voluntarily, and in consultation with legal counsel, reached a settlement agreement by which Karen Wang, as next friend of Jane Doe, agrees to release all claims asserted in this lawsuit, or that may arise from the matters as alleged in this litigation as of the date of the entry of this Order, against AISD in consideration for the payment of a mutually agreed sum. This settlement agreement resolves all claims pending between Karen Wang, as next friend of Jane Doe, and AISD in the above matter.

The settling parties also informed the Court that Karen Wang, as next friend of Jane Doe, and Juan Zea have also, freely, voluntarily, and in consultation with legal counsel, reached a settlement agreement by which Karen Wang, as next friend of Jane Doe, agree to release all claims asserted in this lawsuit, or that may arise from the matters as alleged in this litigation as of the date of the entry of this Order, against Zea in consideration for payment of a mutually agreed sum. This settlement agreement resolves all claims pending between Karen Wang, as next friend of Jane Doe, and Zea in the above matter.

Cumulatively, these two settlement agreements resolve all claims pending amongst the settling parties in this matter.

A State Court appointed Karen Wang to serve as guardian ad litem for Plaintiff Jane Doe and this Court entered an Order appointing her as Jane Doe's next friend. (Dkt. Nos. 53, 54 and 60). Karen Wang served as guardian ad litem at the mediation and in the evaluation of the parties' settlement agreement. Karen Wang informed the Court that she has reviewed the settlement agreement reached by the settling parties in her role as guardian ad litem to Doe and recommends settlement of this matter. Karen Wang further recommends and consents to the release all claims asserted in this lawsuit, or that may arise from the matters as alleged in this litigation as of the date of the entry of this Order.

The Court finds that the settling parties have entered into their settlement agreement freely, voluntarily, and in consultation with legal counsel. The Court further finds that this settlement agreement cumulatively resolves all claims pending amongst Karen Wang, as next friend of Jane Doe, AISD, and Zea.

Therefore, the Court, APPROVES, the settlement agreement reached by Karen Wang, as next friend of Jane Doe, AISD, and Zea. Specifically, the Court approves the establishment of the trust FBO Jane Doe and the future periodic payments as set forth in the Settlement Agreement and Release of All Claims. The future periodic payments may be funded by an annuity contract issued by Berkshire Hathaway Life Insurance Company of Nebraska, with a qualified assignment to BHG Structure Settlements, Inc.

It is further, ORDERED, that, as all claims amongst the settling parties have been resolved, they are dismissed **with prejudice**.

It is further, ORDERED, that Defendants Austin Independent School District and Juan Zea shall each bear half the costs associated with Karen Wang's service as guardian ad litem for Plaintiff Doe.

It is further, ORDERED, that, with regard to all other costs and expenses, each settling party shall bear its own costs and expenses, including attorneys' fees and other fees or cost associated with the prosecution of the claims and defenses in this case.

SIGNED this 15th day of February, 2017.



The Honorable Judge Lee Yeakel  
United States District Judge